THE AMERICAN ART UNION Declared Illegal and Unconstitutional.

tion, is the mode of distribution a violation of the general law entitled "Of Railing and Loveries," Art 4, Tide S, Chap. 20, Part 1 of the Revised Statutes, "or of any of the sections thereof?" Third, if within the latter, and not within the former, are the defendants authorized, by any special or other law, for that parpose, to distribute property in the manner pointed out in the case ? The constitution of 1821 provides that "No lottery shall hereafter be authorized in this State, except in lotteries altered provided for by law". —(Const. 1821, Art. 7, §11.) It will be zeen, by reference to the statutes which existed previous to the adoption of the constitution, that the Legislature land passed a general haw declaring that every lottery other than such as had been authorized by law, should be deemed unlawful and a common nuisance —(Laws 1819, p. 288, §1.) The denoralizing effect of botteries was felt and acknowledged at that time, to such an extent, that it was decemed expedient to make all persons engaged in promoting them the subjects of panishment. But they were in some instances specially authorized by the Legislature, in reference to what was supposed to be the public good, and sometimes for charitable and religions objects. But in the convention which established the constitution, the preservation of the mornls of the community was decemed paramount to all other considerations, and the Legislature was depicted of the community was decemed paramount to all other considerations, and the Legislature was deprived of the community was decemed paramount to any other provision in it, declares that as second spin scena chall meet, after the state in the most general sense it might, perhaps, embrace every distribution by lot. But that it, certainly, not its legal meaning; for the constitution, the state of the first class shall be vacanced at the cond of the fourth year. Constitution, which can be easiered in the partition of roal estate, and it the ond of the fourth year. Constitution of 1836 from the described

certained what will be the value or number of the works of art which will be purchased. The money thus subscribed is laid out in the most effectual method of promoting the fine arts—that is, in the purchase of works of art, and, as a necessary consequence, in the encouragement and patronage of artists. The works of art which are purchased are exhibited in a gallery, which is open, not only to the subscribers but to the public for the gratification and improvement of the public tasts. Each member is entitled to an engraving, and to the numbers of the journal of the association, which are admitted to be an equivalent for the amount of the annual subscription. Thus far there is certainly nothing objectionable either in the acts or objects of the association. But, as the purpose of the association is a continued promotion of the arts, there must be new purchases, and, as a necessary consequence, there must be some periodical disposition made of the works which have been already purchased; and the question arises what disposition is best, having reference solely to the object and end of the association—the promotion of the fine arts! The very causes which give rise to the association show that works of art do not possess a fixed pecuniary value, which renders them saleable as an article of merchaedice, and it seems to us that there can be little doubt that the best iway of improving the fine arts, is by distributing the works of art THE All ERICAN ART UNION

Declared Higgs and Unconstitutional.

He Judge Edwards, Michell, and Hoesered He Judge Edwards, Michell, and Hoesered Judge Higgs and The Concrave of The State of Higgs and Higgs a

ney, chattel, or thing in action, set up or proposed by one or more persons, to other persons who, in the words of the statute, "shall have paid or contracted to pay a valuable consideration for the chance of obtaining such money," &c. in the case before us, the works of art which are to be distributed were not proposed or set up at the time that the members paid their subscription. At that time they could not be proposed or set up. It was then a matter of nucertainty as to what would, in any event, be distributed. The conclusion to which we have arrived is, that the American Art Union, by its annual distribution of works of art, does not violate either the constitution or laws of this State, and that judgment should be given for the defendants in both of the smits.

constitution or laws of this State, and that judgment should be given for the defendants in both of
the suits.

The People, &c., vs. The American Act Union.—
The Ten Gevenors of the Alms Honse vs. the same.
—Mitchell, Justice.—By the constitution of the Art
Union, noopted by themselves, the seciety was to
purchase such works of art as the state of the treasury would warrant; which, at the annual meeting
in December, were to become, by lot, the property
of the individual members, each member being entitled to one chance, or share, in such distribution
for each \$5 by him subscribed and paid. (Art. 8
and 10) By section four of the by-laws, the mode
of distribution is prescribed:—Each work of art was
to be numbered, and its number be placed in a box;
the name of every member of the association was to
be placed in a similar box; one number was then to
be drawn from the first box, and a name was to be
drawn from the first box, and a name was to
be drawn from the first box, and a name was to
be the owner of the
work represented by the number just drawn; and
this process was to be repeated until all the works
should have been distributed. (Sec. I of Art.
6, p. 122.) Before any of the subscriptions for
the last year were received, the Art Union published
its plan—showing that for the payment of \$5 any
person would become a subscriber, and entitled to an
engraving, to certain numbers of the Bulletin of their
proceedings, and to the chance of one of a number
of paintings, which in December of every year were engraving, to certain numbers of the Budetn of their proceedings, and to the chance of one of a number of paintings, which in December of every year were to be "distributed by lot among the members, each member having one share for every five dollars paid by him." (Pages 157 and 143.) After this publication, the Art Union received a great many subscriptions, and bought a large number of pictures, which they were about to distribute according to scriptions, and bought a large number of pictures, which they were about to distribute according to their agreement thus made with the members, when they were stopped by the charge made that their proceedings were illegal. Article 4, of I Revised Statutes, page 655, is entitled "Of raffling and lotteries," but its provisions are not confined to the offences, technically called raffling and lotteries, among the experts in games of chance. Section 22 not only forbids any one setting up, or proposing, any money, goods, chattels, or things in action, to be raffled for, but also forbids their setting them up, or proposing them to be distributed by lot or any money, goods, chattels, or things in action, to be raffied for, but also forbids their setting them up, or proposing them to be distributed by lot or chance, to any person who shall have paid any valuable consideration for the chance of obtaining such money, &c. Under this section it is clearly unlawful for any one to set up, or propose—that is, to hold forth to others that he has, or will have, any article, although they be works of art, which are to be distributed by lot or chance to any person who (before the distribution) shall have paid any money for the chance of obtaining such article. The Art Union certainly did, by its constitution, and articles, and plan, propose, or hold forth, to every person who would become a member, that if he would pay five dollars, some works of art should be distributed by lot or chance, and that he should have the chance of obtaining one of them. They also held out other inducements to him; such as that he should certainly have an engraving, and numbers of the Bulletin, and that he would be a patron of the fine arts; but still they kept distinctly before his eyes, that he was to have the chance of the more valuable article—a fine painting. No one subscribed without the agreement to give him that chance; although, therefore, other motives entered into the consideration of the jmember, yet the chance was held out to every one as an inducement to him to pay "the valuable consideration," which the proposers of the scheme were to receive from him. Those other motives only tended to entice a larger number to accept the scheme and to blind themselves, as well as the directors of the institution, to its evil effects. The directors wished to promote the fine arts. They thought it could best be done by procuring a ready market for the works of artists at prices such as liberal men could best be done by procuring a ready market for the works of artists at prices such as liberal men would give from a fand devoted to that purpose. They also concluded that this fund could not be raised in sufficient amount annually by voluntary

denations, even from the friends of the art. They therefore appealed to a passion which experience had green was of the fine and they are to the and they are and they are as they are all the seven the art of the inducement to the payment for a hare, that each share should entitle its helder to one chance of obtaining one of a number of valuable pointings which should be distributed by lot. The money paid for each share was then, by agreement, to be paid, and was paid, for the chance of obtaining one of these articles, which were to be distributed by lot, and the Art Union did propose these articles to be distributed by lot, and the Art Union of the contract the contract of the contract good; but if this unlawful object of distribution by chance was one of the considerations for the contract, it vittated the whole contract, and was within that section, otherwise the act might always be evaded by combining any lawful object with one arowedly prohibited by the act. These pictures' were about to be so distributed by lot, and even by public advertisement amounted and offered by the said ansosition to be so distributed even declared by the District Attorney as foreited. (p. 120, 131) If there were any doubt whether the offered by the said ansosition to the so distributed where the said ansosition to the so distributed when the said ansosition to the so distributed when the said and the said that the said the

tessed gambler is regarded as the pest of society, by men of good character, who do not consider it inconsistent with their good character to play for very small sums, in which the motive of gain can have cestedly any influence. Yet in this they violate a known law, although they are not influenced by a base pecuniary motive of making gain, to the ruin of others.

Judge Roc evelt did not write any opinion, but concurred with Judge Mitchell, and the presiding Justice (Edwards) therefore announced that the majority of the Court declared that the mode of distribution of the American Act Union was illegal and meanstitutional. nneonstitutional.

The following decisions were rendered:—

The following decisions were rendered:—
Spics vs. Sidgman.—Order appealed from without costs and without prejudice to plaintiff sright, if he succeed in obtaining a judgment to move for execution against the person of the defendant. There was not sufficient evidence of the debt being fraudulently contracted, to induce the Court to disturb the order discharging from arrest.

Aster vs. Mott.—Order appealed from affirmed with costs. A defendant in an action to fercelose a mortgage, and who joined in the execution of the mortgage, has no right to set up in his answer, in such action, that he had no title to the property, when the mortgage was given. The part of the answer containing such matter was struck out.

Cartis, &c., vs. Leavitt, Receiver of North American Trust and Banking Company.—Both motions to strike out parts of the testimony decied, with costs.

osts.

Rancy vs. Nucse —Order appealed from affirmed,

with costs. To entitle the plaintiff to amend his reply, it is proper to insist that he personally should make some affidavit to show his belief in the truth of the facts alleged—especially when the motion to amend had been laid over more than once on that which its contract of the facts.

Lord vs. Fastil -Order for a resale reversed, with Lord vs. Fastil —Order for a resale reversed, with costs. Such an order is appealable, especially when the contest is which of the two persons is entitled to the property. When, by the terms of sale, the purchaser was to pay ten per cent on the property being struck off, and the defendant, for whose default, in not paying, the mortgage was forcelosed, was the highest bidder of one parcel, and was then required to pay the ten per cent, and had been warned that the terms of sale must be compiled with, and left the Exchange, as she said, to procure the ten per cent, but without any waiver of the strict terms of sale by the efficer conducting the sale, and then another lot was sold, and, she not returning, the first lot, prismant to the terms of sale, was again put up for sale, and struck off to another purchaser, and the first purchaser did not return until all parties concerned in the sale had left the Exchange; it was held that the second purchaser was entilled to retain his purchase. There was no case of fraud, mistake, or surprise, made out; and the proceedings were all regular and in good faith.

Morthland vs. La Farge, 8c.—Order appealed from, mosified without costs.—The partners disagreeing, and one having sold to a creditor, in payment, all the partnership property, it is proper that an injunction and receiver should be appointed, and, as the creditor's debt was not yet due, that the injunction should apply to him also; but it is also proper that there should be a sale of the partnership property, either subject to the creditor's lien by mortgage, or in such a way that if he should be a bidder at the sale, his mortgage should be deemed equivalent to a payment for a like amount.

Van Valen vs. Russell and Allen.—Although a partner may have an equity that the partnership debts, yet this equity cannot be enforced by a dormant partner (who has represented that the active partner was alone concerned in the business) against a creditor who had lent his money to the active partner alone, to be employed in that bu costs. Such an order is appealable, especially when the contest is which of the two persons is entitled to the property. When, by the terms of sale, the pur-

Dobbin vs. Cronwell.—Order appealed from af-Dobbin vs. Cromwell.—Order appealed from affirmed without costs. Before the amendments to the Code made in 1852, a defendant who needed a reform of a receipt to make his defence under it sure, was entitled to file his complaint for that purpose and enjoin the first suit until that relief was obtained. Query—how it is since the amendment. Christopher vs. The Mayor of New York and Corlies.—Order appealed from, affirmed with costs. The Corporation of this city have no power to make a contract with a particular individual to build a market, without advertising for proposals, and

without making it through the head of one of the

without making it through the head of one of the Departments.

In the matter of Ezra J. Coates, a non-resident debter.—Order appealed from, with costs. A non-resident creditor, when debt was contracted abroad, can come in and claim a dividend with resident creditors after the debtor has been declared a bankrupt in his own country, and assignees have been appointed there of his estate, and the non-resident creditor has received a dividend from the assignees.

West vs. Newton and Burkham.—Motion for costs to plaintiff, when the judgment of the Court below was entirely against the plaintiff, and it was held in the Court that the plaintiff was entitled to part of what he had claimed. The costs in such case are discretionary with the Court, if the judgoment below is to be deemed reversed only in part—and it is a proper case to give the plaintiff the costs on the writ of error. Motion for cost allowed, without costs of the motion.

The People vs. The American Art Union.—The mode of distribution of pictures proposed by the defendants is illegal and unconstitutional. Judgement for the plaintiff, in both suits.

Henderson vs. Cairns.—The Sheriff srcturn on an execution that he had levied and paid to the plaintiff part of the debt, and that the defendant had ne property to pay the residue of the judgment, is legal evidence of the facts stated in the return, as between the parties to the suit; and these facts are sufficient to repet the presumption of payment arising from the fact that more than twenty years have clapsed since the judgment was rendered, when the judgment was rendered, when the judgment was rendered. The case of Waddeli vs. Elmendorf approved.

Mason vs. Jones.—Decree appealed from affirmed,

took effect. The case of Waddell vs. Elmendor? approved.

Mason vs. Jones.—Decree appealed from affirmed. The will giving an annuity of \$2,500 for life, and giving the executors power to increase the annuity, if they increased it for a single half year, with the intention of exercising their discretionary power of increase, and limiting its exercise to that half year alone. This exercise of power made the increase continue during the life of the annuitant, although the executors and not so intend, because the will so intended.

latended.

Wells vs. Gusson - Decree appealed from affirmed, With es. Gibson — Decree appeared from anymou, with costs. The original decree of foreclosure was never satisfied, nor intended to be satisfied; and the plaintiff, with those whom he represents, substantially advanced or procured the moneys for which the decree was assigned. They are, therefore, entitled to the benefit of that decree, and not to be affected by any usury or illegality in the assignment of the decree.

affected by any usury or illegality in the assignment of the decree.

Pither ads. Ruckman — The depositor of moneys at a horse race, with a stakeholder, is only entitled to recover the amount belonging to him at the time of the deposit, with interest from the commencement of the suit as damages, and not also the moneys of other betters on the race, deposited through him. New trial granted, unless plaintiff elect accordingly.

Moore vs. Moore.—Decree of Surrogate affirmed, with costs. It is discretionary with the Surregate to refuse an order or sale of real estate for payment of debts of the testator, when the executor has por-

of debts of the testator, when the executer has per-sonal property on hand andisposed of; and this Court will not, on appeal, interfere with that discre-

tion: Jordan vs. Travis.—Motion to set aside report referee denied, with costs. The testimony supports the conclusion of the referee, or, at all events, was sufficient to justify that conclusion, so that the Court ought not to interfere with it.

Court of General Sessions.

Before the Recorder, and Ald. Denman and Ward. COMMENCEMENT OF THE BUSINESS OF THE TERM-ORGANIZATION OF THE GRAND JURY-CHARGE BY

ALBERMAN WARD.

JUNE 9 —Ninety-six grand jurors, in all, having been summoned, a sufficient number answered to their names this morning (being the third day of the present term) to form a quorum, and the following were sworn:—James S. Libby, (foreman,) Edwin Bunnel, Amos F. Hattield, Abraham Maze, Patrick, Morrick, John Mandinger, Richard Tyler. win Bunnel, Amos F. Hattield, Abraham Mare, Patrick Merrick, John Mondinger, Richard Tyler, Propeis Boss, John Boyd, Oliver E. Hosmer, John T. Hadley, James E. Rogers, Stephen W. Jones, Geo. D. Peshine, Martin Waters, Peter Anderson, Samuel S. Constant, John C. Calaoon, Samuel Frost, John W. Howe, J. B. Hillyer, William F. Havemeyer, and William H. Van Kleeck, Esqrs.
THE CHARGE OF ALBERMAN WARD—THE PRESENT

Havemeyer, and William H. Van kleeck, Esqrs.

THE CHARGE OF ALDERMAN WARD—THE PRESENT CALINDAE AND THE STATE OF CRIME—HORIZAGE OF ROWDVISH—LOTTERIES, AND THEIRILLEGALITY, IN WHATAVER FORM PRESENTED—BONG-BOLLING AND OTHER NEISANGES—THE PRILE INSTITUTIONS—OBSERVATIONS ON THE CRIME OF OUTAINING GOODS UNDER PALSE PREFENCES, FOR The Court, departing from the ordinary course of delivering its charge to the Grand Jury through the prescript did of the state boy. After some preliminary observations, he continued:—The list now before the court, of crimes defined to be Flonics, showed that forty-eight enges of persons how in pulson, besides such cares where the necessed parties were on buil, whited their examination. Of these, an usuasial proportion were for crimes ngainst the person; among which were two for names, and there were independent of the cases of bisdemeanor. This was a melanchedy disclosure of the increase of rowdying, street brawls, an bold vicinities of the public peace—of the increases of crime conceptors to those evils, and their examination our city. The importance of ascertaining and remaining, it practicable, the causes of these evils, as well as punishing the crimes which flowed from them, or of at least promptly applying such remedia, the law prescribed, was plant and manifest. A day or might se dom passed, of late, in which some terror had been screek of the in which some terror had been screek of allegin which some terror had been screek of these evils, as then, or of at least promptly applying such remediathe how presented, was plann and manifest. A day or night seedom passed of late, in which some person had not been struck down by the club, the knote, or other weapon; or in which some brawhhad not occurred in which some individual had been fatally or severely injured; and he had but to refer to the papers of shat morning for the events of the past night. A calendar of depravity, like this, was enough to inspire a reasonable feeling of alarm, and to inspire every good citizen with carnest anxiety; and he invoked their attention to the subject. Many misdemeanors, though deemed crimes of inferior character, were well known as the origin and forerunner of those of a higher degree of wickedness; and prollife causes of many of the latter were the vices of drubkenness, gambling, and debanchery. The sale of liquors without license—the violations of law by those with licenses—and the violations of the was against gambling, especially demanded their attention.

laws against gambling, especially demanded their attention.

The dreadial list of crime placed here, conveyed but a small pation of the picture of misery and sortions—the sufferers, their trials, woes, and conditions, were not here. They would probably discover that intemperance, and one or the other of the vices crumerated, were the causes of these deeds: and by these melancholy causes, though not resulting in these origins, in numerous cases relatives and friends were plunged into affliction. Their co-operation was therefore carnestly invoked to mitigate, or remove, as far as practicable, these awful evils. The laws required the Court specially to charge them to inquire into any violation of the election laws, and of those against letteries and usury. The maintenance of the right of suffrage and the purity of elections were vital to the existence of our institutions.

nance of the right of suffrage and the purity of elections were vital to the existence of our institutions. Without them, eivil liberty, and the safety and happiness of the people, would be no longer realities, and that, now regarded as the basis of our blessings, would only be an instrument of destruction.

As to lotteries, the people at large, in framing two successive constitutions, as well as by the Legislature, by various successive laws, had manifested their serious determination to prohibit them, and their serious sense of the wide spread evil which they produced. The provisions against them in the laws, were expressed in language so plain and comprehensive, as to leave no doubt of the intention to reach them, in whatever form they might be presented.

reach them, in whatever form they might be presented.

The usury laws were meant to prevent the keen and avaricous from over-reaching the weak minded and necessitous; to prevent the strong from crushing the weak, and to restrain within just and moderate limits of compensation the subtle cupidity of the sharper. It was true, many denied the justice and wisdom of these laws, but with that they had nothing to do. They were the laws, and must be upheld until lawfully repealed.

The Court would recommend to them to keep all their proceedings undisclosed, and to communicate and take coursel only with the District Attorney—a sworn officer, competent and npright, and who might deservedly be relied on. He then directed their attention to the condition and arrangements of all buildings, including theatres, churches, school houses, &c., designed for the accommodation or assembling of large numbers of persons; to all steam engines, locomotives, and railroads, within the country, and any violation of the laws connected with them; also the driving of cattle, and stering of gunpowder, each of which subjects deserved careful examination. They were also authorized to inquire into matters affecting the public health, such as hore boiling establishments, cemeteries, cow houses, &c. The approach of the warm season, now at hand, into matters affecting the public health, such as bone boiling establishments, cemeteries, cow houses, &c. The approach of the warm season, now at hand, rendered this worthy of care; and, if time permitted, it would be well to examine into the condition of the various hospitals and prisons and station houses, including, if they desired, the institutions on the Island; in which case the governors of the alms house would, doubtless, provide the necessary accommodations, including those of going and returning.

accommodations, including those of going and returning.

He charged them particularly to observe great care and impartiality in the investigation of all cases, finding bills only on competent proof, giving the accused the benefit of any reasonable serious doubts, and to remember, on their action depended the fame, character, liberty, and destiny of the accused, and orabe other hand the maintenance of the laws. An indictment once found, the acquittal and manifestation of the innecence of the accused was but a partial removal of the injury inflicted—the happiness of the individual, and that of his relatives, family and friends, were destroyed. The loss, unlike that of property were destroyed. The loss, unlike that of property or money, was incalculable. It bore no proportion here, where the only nobility was derived from cha-

rester, though there was a moneyed section or class of the community. They should remember, too, that an mjust escape from trial or punishment was a deep injury to the community; and where guilt was established, an indulgence in sympathy by the Grand Inquest, was a violation of duty. In the cases of accusations of obtaining goods or property under false pretences, great care was requisite. They were often made under all the delusions and excitements of disappointed creditors—of unfortunate, imprudent, and perhaps censurable, but not criminal debtors. Merchants were generally anxious to dispose of their goods; and in the multitude and collections of the extensive transactions ever current in this large community, failures and consequent collisions would occasionally arise, often attended with fierce and severe feelings of hostility, leading to erroneous complaints of this cature. It was important such cases should be very maturely and carefully examined; the processional technical to their satisfaction, before they indicted, as much injustice had been committed in charges of this kind. It was important that the cases of prisoners in actual custody should be first attended to. And with these remarks the business of the term, for their action, was commended to their attention.

The Grand Jury then retired.

attention.

The Grand Jury then retired. THE INDICTHENT AGAINST THE COMMISSIONERS OF

The Grand Jury then retured.

The Indictment against the commissioners of Emigration. He was instructed to explain that they had heard, and observed in the papers, that their conduct was considered contumacious in not appearing to the indictment found in this court against them. They regretted this, and had no idea of claiming any indulgence or privilege from the process of the court, not allowed their fellow-citizens. The fact was that the house in Canal street complained of had been repaired and altered, and they understood a sadle process that the house in Canal street complained of had been repaired and altered, and they understood a sadle process in the first day of term. As that had not been done, he would demar to the indictment, on the ground that the offence charged was insufficient to constitute a public one, as it was not altered that the nuisance was prejudicial or dangerous to the public health. As far as he was personally concerned, he supposed a kode prosequi would be entered, as he was not a Commissioner at the time lated in the indictment, having resigned a month previously.

Mr. A. O. Hall, Assistant District Attorney, said as this course involved a pure question of faw, it would not be necessary for the witnesses to remain in attendance. He would argue it on Saturday. This Mr. Devlin undertook to do, and the witnesses were discharged from attendance for the present.

BMLEZZLEMENT—CONVICTION OF THE PRISONER, AND PROTESTATION OF INNOCENCE—A WITNESS COMMITTED FOR PERICHY.

EMERZZIEMENT—CONVICTION OF THE PRISONER, AND PROTESTATION OF INNOCENCE—A WITNESS COMMITTED FOR PREJURY.

JUNE 10.—The trial of John W. McAlpin was resumed, some further testimony was taken, and Mr. Spencer summed up briefly for the defence. The agreement under which the prisoner acted having been put in evidence, counted raised an executor, and not a servant or selesman. The Court held that the agreement did not so constitute him, and that he was a salesman, receiving a specific compensation, and as such was within the meaning of the statute.

held that the agreement did not so constitute him, and that he was a salesman, receiving a specific compensation, and as such was within the meaning of the statute.

Mr. J. B. Phillips summed up for the prosecution, putting the main question to the jury, whether they would place credence in the testimony of Mr. Porter, who was uninpeached, or the witnesses for the defence, from the prison in Brooklyn, whose account of the conversation between the prisoner and Mr. Porter coincided to a syllable, and each with a memorandum (produced) in the prisoner's handwriting, all of which were circumstances raising a strong suspicion that perjury had been committed to a gross extent, for what inducement they could not tell. The prisoner's own letter, too, in which he admits having "borrowed" the sums in question, was at variance with the theory that he had been authorized to apply them to his own use.

Connsel here read the letter, which was a race specimen of coolness and effrontery. It parported to come from Boston, and was dated two days before his arrest in Williamsburg. It was as follows:—

Bestox, II o'clock A. M. Wednesday.

Mr. W. Porter:—A short time since. I received a letter to the effect that a near and dear relative of mine, in England, had died and left me three thousand pounds storling, together with the fact that it is all moonshine for any one but a native Yankee to expect a permanent portion in this country, as has been proved in my own case incently, although the abilities of the latter are in all instances so very much inferior, still the native American principle is predominant. Taking these facts into consideration. I have health to the one alternative—of starting humediately via Beston, to England Hert New York at three o'clock F. M. on yesterday, and arrived here about twelve lest night. I leave here at twelve o'clock this day for liveryool by the steamelip Niagara; and as soon as I recover fich the effects of my winter voyage, after landing on the other ride. I purpose writing to you from the New Yor

The other set of signals are on board Captain Vauderlativity strainer Northern Light, foot of Water street, near
Grand in charge of Mr Lewis, chief officer. You may
te the street with all confidence, (if you only have pathore) that, please God. I am firmly resided to cause
you to be repaid every cent as soon as possible; and, indeed, it is to me a source of the greatest mertification to
even inconvenience you although it is but for a short
time. I have likewise arranged with the gentleman above
referred to to pay you interest at the rate of seven per
cent. When I write you from England, I will transmit
you a cerrect statement of all.

I have caused my own name not to appear in the list
of passengers.

As the steamer stats in fifteen minutes, I must conclede for the present, and believe me to be yours sing
terely.

The Recorder summed up. In consequence of the
prisoner principally conducting his own defence,
much more time had been occupied than was needful. Many circumstances had been introduced which
were all admitted; but upon the main one there was
a variance. With respect to one witness for the
prisoner, (William Grant, who was yesterday comnitted to custedy till the cause should be concluded.)
he certainly thought his testimony should be taken
with great caution. It was for them, however, to
weigh the credibility of all, in connection with the
protability of their respective stories. The case
was undoubtedly such a one as the statute was designed to meet. The jury retired, and after an abserve of about an hour, returned with a verdict of
guilty, but recommended the prisoner to mercy.

The prisoner, in reply to the usual question, asserted his innocence. He had never wronged the
prosecutor by thought, word, or deed.

The Court, in consideration of the resommendation of the jury, would pass the most lenient sentence the law would permit—that he be imprisoned
in the State prison for two years.

Mr. McAlpin complained that his lawyer in Brookhyn had deceived him, and that justice had no

moved.

The witness Grant was then called to the bar, and on the motion of the District Attorney, was mitted to prison on a charge of perjury.

DEFAULTING JURORS FINED When the jury in the above case had retired, another was called, when only eleven answered; whereupon, a fine of \$25 was inflicted on several of

whereupon, a fine of \$25 was inflicted on several of the defaulters, and those in attendance were discharged. Consequently, no further trials were taken up.

HIGHWAY ROBBERY.

JUNE 11.—Peter Hollis, an old offender, a jet black, sturdy locking fellow from the Five Points, was indicted with Hugh McRae, a white boy, about sixteen years old, of quiet, decent appearance, for assaulting and robbing William Holmes, a young man from the country, one night last month. The case was a very bad one, and clearly proved by the prosecutor, as was also a threat to "knife him" with a pocket dirk produced. He had been with them for some time, and was certain as to their identity. In answer to the Court, the younger prisoner said he was sixteen, and had once, two years ago, been in court for robbery. The Recorder said they had no discretion, at his age, but there was a power in the Inspector of Prisons to tranfer him to the House of Refuge, which would probably be done if he were found well conducted. The sentence was that they both be imprisoned for the term of ten years.

PORGERY.

A genteel looking young man, Edwin Wilbur, was charged with forging the name of his employer, Mr. J. C. Hobson, to a cheek for \$320, on the 23th April last. The paying teller, from the bank, proved the payment of the cheek; he could not say the prisoner presented it. Mr. Hobson proved that it was a forgery, and that the prisoner had confessed he had forged it.

Mr. C. S. Spencer examined the witness preliminarily, to show that he had promised the prisoner that some favor might be shown him if he confessed, and at the same time threatened to give him into custody, as he had the means of proving his guilt, if he persisted in denying it. A long discussion followed as to the effect of the language used, and the evidence was admitted, an exception being taken. The witness had not stated at the Pelice Court that he would not use the confession against him.

he would not me the confession against him.

Coursel applied for an adjournment (it being three o'cleck,) to produce a memorandum made at the time, and obtain the attendance of Justice Osborn on the latter point, and it was finally consent-

ed to-the jury separating till 10 o'cleck on Monday morning.

The Court adjourned till eleven o'clock, A.M. to-morrow, when motions will be heard, and demugrers argued.

Court of Special Sessions.

Before the Recorder and Aldermen Denman and Boyce.

STREET BRAWLS AND ROWDYISM.

FRIDAY, JUNE 11.—The list for trial presented to this Court contained the names of thirty-five prisoners and four defendants on bail. The greater portion of the charges were for assault and battery, some of them serious ones; and they presented a picture of rowdyism and violence which called forth some strong remarks from his Honor the Recorder, who passed some exemplary sentences on the offenders.

Jeremiah Many, a rowly looking fellow, about twenty-two years of age, a member of the gang known as "Hounds," was charged on two separate complaints—one for assaulting Julia Ann Hector, a colored girl; and the other for an assault on Robert de Guish, a citizen, and Assistant Captain Davis, of the Tenth ward. The occurrence took place on Sunday evening. The last mentioned assault was committed in resisting the complainant's attempts to arrest him. He was sent to the Penitentiary for six months on each charge, or twelve months in all. Patrick Degherty had also a double charge to answer for. On the Stat May, close to his own residence, near James slip, he had violently assaulted Officer Doyle, on the latter interfering with him in a customary occupation of his—beating his wife. Not being then arrested, he availed himself of his liberty the following week (7th June) to whip Officer Gleason, with the assistance of a friend, Patrick Watkins. Sentence on Dogherty, six menths on the first and three on the second charge, the one to begin on the expiration of the other—Watkins to be imprisoned six months.

Barney Donnelly, a young man of decent appearance, and not very athletic proportions, was charged with an atroclous assault on Leonard Rijken, a German, on the corner of Hudson and Canal streets, between the hours of twelve and one o'clock last sunday alght. The assault was committed with a club (produced) of pine wood, about three feet long, three inches wide and one thick, tapered towards the end, and remaded to fo

prisoner was sentenced to six months imprisonment.

MORE SUVENLES.

Among the prisoners for petit larcenies, several boys, as usual, were found. William Dolan, aged 15, impleaded with John Davis and Henry Burrs, each 19 years of age, for stealing copper kettles from a basement, was sent to the House of Refuge, his elder companions being sent to the Jenice and the House of Refuge, having in each case been before the court for former petty thefts:—John Lowry, about 12 years old, for stealing a cap from a store, value one dollar: James Owens and Michael Marsh, 13 or 14 years old cach, for stealing ninety cents in copper coin from a store in Broome street. cents in copper coin from a store in Broome street on Monday. A third boy, impleaded with them, was discharged, it being bisfirst offence. A REPINEMENT ON THE ANCIENT RING DROPPING

was discharged, it being his livst offence.

A REFINEMENT ON THE ANCIENT RING DROPPING

GAME.

An inguious gentleman, yelept among many
other aliases, Thomas Wood alias Gus. Fawler, appeared to answer a charge of constructive larceny.
The accused is a "blood" of the first water. The
style of his dress and equipment was unexceptionable; and as he advanced, he placed a pair of lemontinted "kids" eneasing his "lighter" fingers upon
the bar, with a confident air of anticipated triumph.
The case has been before mentioned in our police
intelligence, and it may be remembered that the accused having "found" a wallet which proved to be
stuffed with worthless bank notes, &c., the complainant, a green and philanthropic stranger in the
city, had redeemed it from his custody at a cost of
\$20, with a view of returning it to the right owner.
The complainant being one who delighted to de
good by stealth,
And blushed to find it fame.
was prevented by his modesty (as Gus evidently expected) from deposing to his story in open Court,
and the accused was consequently discharged, bestowing on the Court a patronizing congé.

Superior Court.

Superior Court.

PART FIRST.

Before Chief Justice Oakley.

ACTION FOR MONEY LOST AT A GAMING TABLE.

JUNE 9.—William Mostry rs. Sherlock Hillman.—The plaintiff in this action sites as assignee of John Taylor, of Dambury, Conn. to recover the sum of \$3.211, alleged to have been wen by the defendant from Taylor, at fare, in a gambling house kept by defendant in Broadway, and at another gambling house kept by the fondant in Broadway, and at another gambling house kept by the money was examined as a witness for the plaintiff, as was also William Taylor, the brother, who deposed that, on an application to the oef-indant, he add not dery that John Taylor had lost the money. There was no evidence for the defence, except his ewa naswer to the camplaint in which he denied the fact of the loss at game. The Judge, in his charge, said that by a law of this diste, if a person loses over a certain rum by gambling he can recover? I beet from the winner. This law, which had long existed was made to discourace gambling a toe in we injurious to the community then any other that exists. The defendant, it is alleged, kept a fare bank and in such places more frauds are perpetrated than in any other way. It was said the assignment was but a feelbon. In order to convey a right to the plaintiff to recover the assignment must be real. If Mootry look the assignment for services rendered to Taylor, he has a right to see for it. But if he took it only as a speculation, he cannot recover on it. The law, from a wise policy, prevents atterneys buying ap claims in order to sue for them but it does not prevent them taking an assignment for claims which they have against the assignor. If the jury were satisfied that the assignin order to sue for them but it does not prevent them taking an assignment for claims which they have against the assignor. If the jury were satisfied that the assignment was a more faction and without value being given for it, the plaintiff could not recover. But if the assignment was made, and they were satisfied that Taylor lost the money, they should find a verdict for the plaintiff. Verdict for plaintiff, \$3,241.

Superior Court—Part II.

Before Hon Judge Sandford.

June S.—Hamnah Brophy, alari z., &c., of John Brophy, deceased against Messrs. Expp & Brown.—This was an action brought by the plaintiff against Messrs. Kipp & Brown, proprietors of a line of stages, in this city, for carelessly and negligently running over her husband, John Brophy, a carman, on the evening of the 3d day of November, 1851, while crossing Canal street at the sorner of Greene, from which accident, it was alleged, he died, after lingering three days in exerciating agony, leaving a widow and three children in indigent circumstances. Damages are laid at \$5.000. Mr. Edmon Blankman, on behalf of the plaintiff, called witnesses in support of his case, and made a forcible appeal to the sympathies of the jury. For defence, it was desied that there was any carelessness or negligence on the part of the driver; but that another stage was passing at the right hand of the street at the time, which prevented the driver from seeing the deceased. It was also contended that the deceased was laboring under a scredulous disease, which so impaired his vision as to render him incapable of taking proper care of him-eff after dark in the street, and was not table to recognize his own physician who attended him, or distinguish one calor from another, and consequently contributed to the injury from which, it is alliged, he died.

June 9—The jury could not agree on a verdict, and were discharged until this afterneon at 4 o'clock.

In the case of Barber against Greeley and McElratit, we are requested by the Judge to state that when the jury announced that they had agreed upon a verdict, and were discharged until this afterneon at 4 o'clock.

In the case of Barber against Greeley and McElratit, we are requested by the Judge to state that when the jury announced that they had agreed upon a verdict, and were discharged on the laborate for the plaintiff must recover at least 50 damages. If he obtained a verdict for \$25 damages and the socts of suit, he court would receive it

Supreme Court.

Supreme Court.
GENERAL TERM.

Before Hon. Judges Edwards. Mitchell, and Rooseveit.
JUNE 11.—James Majon vs. Isaac Jones, George Jones, and others.—In this case the late Vice Chancellor decided, four years ago, that it was the duty of the defeadants. Isaac Jones, George Jones, and Andrew G. Hamersley, to pay to James Mason the full amount of bis equal one-eighth part of the income of his father's estate. The executors have refused ever since to pay to James Mason more than his annuity, and they have appealed for the purpose of reversing this decision. The case was argued, on appeal, before this court last winter, and to-day it was decided that the decision of the Vice Chancellor was correct, and his decree was affirmed. It is supposed that the executors will appeal, because by the with if they need not pay the income to James Mason, his share will be divided among them, Gorge Jones in his own right, and Isaac Jones, and Andrew G. Hamersley, in right of their wives.

Common Pleas.

Common Pleas.

PART SECOND.

Before Honorable Judge Daly.

JUNE 11.—Action for Breach of Contract.—In the case of Isaac Alexander vs. Herman Bernheimer—an action for breach of contract, reported in the Herald on the 9th instant, and which has occupied the Court for four days—Mr. Edward Sandford, on the part of the defendant, moved for a nonauit, and the Judge granted the motion on the grounds that the present action was not brought for the benefit of the creditors, who had been defrauded. It was understood in court that the ereditors would immediately bring the action in their own name, and avail themselves of the testimony of Mr. Alexander, who will then be a competent witness in the case.

United States Marshal's Office. United States Marshal's Office.

June 11.—Alleged Mutiny.—Seven of the crew of the American bark Helicon have been arrested for refusing to do duty on board that vessel, whilst lying at Havana.

Charge of Amault against a Captain.—Captain Gardiner, of the ship Liverpool, was held to baid on a charge of assaulting one of the passengers with a belaying pin, during the late voyage of that vessel to this port.

United States District Court. JUNE 10 -Judge Judson gave a decision this day for the libeliant, in the case of collision, against the Bay